

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

RHOADS INDUSTRIES, INC., et al : CIVIL ACTION

v. : NO. 15-921

SHORELINE FOUNDATION, INC., et al :

RHOADS INDUSTRIES, INC., et al : CIVIL ACTION

v. : NO. 17-266

TRITON MARINE CONSTRUCTION
CORP. :

ORDER

AND NOW, this 2nd day of September, 2022 upon consideration of extensive briefing by the parties, it is hereby **ORDERED** that the parties' Motions *in Limine* are, as set out in the attached Memorandum Opinion, **DENIED IN PART** and **GRANTED IN PART** as follows:

1. Defendants' Joint Motion to Preclude Testimony Regarding the Use of the Number of Refusal/Hard Hits Relative to the Hammer Manufacturers' Warranties (Dkt. 17-266, Docs. 209, 210) is **DENIED**.
2. Defendants' Joint Motion to Preclude Testimony Regarding Whether Defendants Should Have Performed Additional Vibration Area Studies (Dkt. 17-266, Doc. 211) is **DENIED**.
3. Defendants' Joint Motion to Preclude Certain Financial Damages Testimony Regarding Categories of Damages Attributable to Each Sinkhole (Dkt. 17-266, Doc. 212) is **DENIED**.
4. Defendants' Joint Motion to Preclude a Claim for Damages Related to Replacement

and/or Repair of Pumps and Other Equipment (Dkt. 15-921, Doc. 187) is **DENIED**.

5. Defendants' Joint Motion to Preclude Lay Testimony Regarding Dry Dock Qualifications for Certifications and the Impact of Sinkholes on the Certification Process (Dkt. 15-921, Doc. 188) is **DENIED**.
6. Defendants' Joint Motion to Preclude Additional Evidence Related to the Alleged Assignment Between Plaintiffs and PAID (Dkt. 15-921, Doc. 189) is **DENIED**.
7. Defendants' Joint Motion to Limit Plaintiff's Damages Due to Plaintiff's Failure to Mitigate Damages (Dkt. 15-921, Doc. 190) is **DENIED**.
8. Defendants' Joint Motion to Limit Plaintiff's Damages to the Lesser of Cost of Repair and the Diminution to the Fair Market Value of the Property (Dkt. 15-921, Doc. 191) is **DENIED**.
9. Defendants' Joint Motion to Limit Plaintiff's Damages as to Alleged Loss of Navy Projects (Dkt. 15-921, Doc. 192) is **DENIED**.
10. Plaintiff's Motion to Preclude Evidence of the 2021 Navy Project and the October 28, 2021 Site Visit (Dkt. 15-921, Doc. 193) is **GRANTED**.
11. Plaintiff's Motion to Preclude Reference to the Opinions of John Vitzthum or Any Representative of DM Consulting (Dkt. 15-921, Doc. 194) is **GRANTED**.
12. Plaintiff's Motion to Preclude Evidence of Rhoads' Recovery of Insurance Proceeds from American Home Assurance Company or Hartford Fire Insurance Company (Dkt. 15-921, Doc. 195) is **GRANTED SUBJECT TO EXCEPTION**.
13. Plaintiff's Motion to Preclude Any Reference to the Lawsuits filed by Plaintiffs Against the U.S. Navy and Settlement of Those Lawsuits (Dkt. 15-921, Doc. 196) is **GRANTED**.

14. Plaintiff's Motion to Preclude Reference to the Appraisals of Rhoads' Property by Dunkin Real Estate Advisors (Dkt. 15-921, Doc. 197) is **GRANTED SUBJECT TO EXCEPTION.**
15. Plaintiff's Motion to Preclude Defendants from Presenting Arguments or Opinions that Plaintiffs Can Keep Any Verdict and Not Perform Any Repairs to the Property (Dkt. 15-921, Doc. 198) is **GRANTED.**
16. Plaintiff's Motion to Preclude Defendants from Presenting Any Argument that Duffield Associates, Inc. and/or HDR Engineering, Inc. Should Be Included on the Verdict Sheet (Dkt. 15-921, Doc. 199) is **GRANTED.**
17. Plaintiff's Motion to Take Judicial Notice of Three Government Documents (Dkt. 15-921, Doc. 200) is **GRANTED.**

BY THE COURT:

/s/ David R. Strawbridge, USMJ
DAVID R. STRAWBRIDGE
UNITED STATES MAGISTRATE JUDGE